

**FORCEPOINT
NETWORK SECURITY PRODUCTS
LICENSE AGREEMENT**

THE PRODUCTS ARE PROVIDED ONLY ON THE CONDITION THAT LICENSEE AGREES TO THE TERMS AND CONDITIONS IN THIS LICENSE AGREEMENT AND THE MATERIALS REFERENCED HEREIN (“AGREEMENT”) BETWEEN LICENSEE AND FORCEPOINT. BY ACCEPTING THIS AGREEMENT OR BY USING THE PRODUCTS, LICENSEE ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND HAS THE AUTHORITY TO ENTER INTO AND AGREES TO BE BOUND BY THIS AGREEMENT.

1. Definitions.

“**Affiliate**” means an entity controlling, controlled by, or under common control with Licensee, where control is established by a majority ownership (greater than fifty percent (50%)) in or over an entity; provided, however, that the term “Affiliate” will not include an entity that is a direct competitor of Forcepoint.

“**Application**” or “**App**” means a third-party cloud-based computing application identified at the time of Product implementation.

“**Cloud Services**” means one or more of Forcepoint’s cloud-based service offerings that have been included in an Order, including their associated components, content, updates, and upgrades thereto (but excludes products for which Forcepoint generally charges a separate fee), if any, and any reports generated as a result of use that are made available to Licensee.

“**Database**” means proprietary database(s) of IPS rules, URL addresses, email addresses, Malware, applications, analytical models, and other valuable information.

“**Database Updates**” means changes to the content of the Databases.

“**Device**” or “**Node**” means any kind of computer, electronic appliance, or device capable of processing data, including diskless workstations, personal computer workstations, networked computer workstations, homeworke/teleworker home-based systems, file and print servers, email servers, Internet gateway devices, storage area network servers (SANs), terminal servers or portable workstations connected or connecting to the server(s) or network that is authorized to access or use the Products, directly or indirectly. In the case of a virtual system, each virtual machine or instance running the Product is a Device or Node.

“**Documentation**” means the Product installation instructions, user manuals, setup posters, release notes, and operating instructions prepared by Forcepoint, in any form or medium, as may be updated from time to time by Forcepoint and made generally available to Licensee.

“**Error**” means a material failure of the Product to conform to the Documentation, which is reported by Licensee and replicable by Forcepoint.

“**Fees**” means collectively the License Fees, Maintenance Fees, Subscription Fees, and Services Fees.

“**Forcepoint**” means, as the context requires: (i) Forcepoint LLC, a Delaware limited liability company with its principal place of business at 10900-A Stonelake Blvd., 3rd Floor, Austin, TX 78759, USA; or (ii) Forcepoint International Technology Limited, with a principal place of business at 85 South Mall, Cork, T12 A3XN, Ireland; or (iii) (iv) a corporation or entity controlling, controlled by or under the common control of Forcepoint with whom an Order has been placed referencing this Agreement.

“**Hardware**” or “**Unit**” means a single instance of computer hardware purchased from Forcepoint as described in the Order.

“**License**” means the limited, personal, non-sublicensable, non-exclusive, nontransferable right to use the Software (including the Database) during the License Term, including the output of the Services Offerings, in combination with the Hardware (if provided in the Order), in accordance with this Agreement and the Order.

“**License Fees**” means the agreed upon license fees for the Software (including the Database) included in an Order for the License.

“**License Term**” means the agreed upon time period for the License in an Order.

“**Licensee**” means the individual, company, Affiliate, or other legal entity that has placed an Order, is the ultimate end user of the Products.

“**Maintenance**” means a limited, non-exclusive, personal, non-sublicensable, nontransferable right to receive Technical Support during the Maintenance Term.

“**Maintenance Fees**” means the agreed upon fees in the Order.

“**Maintenance Term**” means the agreed upon time period for the provision of Maintenance in an Order.

“**Malware**” means computer software or program code that is designed to damage or reduce the performance or security of a computer program or data.

“**Order**” means a purchase commitment mutually agreed upon between (i) Forcepoint and Licensee, or (ii) a Forcepoint authorized reseller and Licensee.

“**Permitted Capacity**” means the number of Devices, Units, Nodes, Throughput, Users, or other license metrics as set forth in the Order or in the Solution Rider.

“**Products**” means Software, Databases, Database Updates, Software Upgrades, together with applicable Documentation and media, and if purchased pursuant to an Order, Technical Support, Cloud Services, Hardware, and Services Offerings.

“**Services Fees**” means the agreed upon fees in an Order for the Services Offerings.

“**Services Offerings**” means Forcepoint’s professional services offerings described in a Forcepoint published services datasheet or services proposal.

“**Software**” means Forcepoint’s proprietary software applications, in object code only.

“**Software Upgrades**” means certain modifications or revisions to the Software and/or the Database, provided solely pursuant to Maintenance but excludes new products for which Forcepoint generally charges a separate fee.

“**Solution Rider**” means the then-current Forcepoint Solution Rider, which can be found at: [Solution Rider](#).

“**Subscription**” means a limited, non-exclusive, personal, non-sublicensable, nontransferable right during the Subscription Term to: (a) receive and use the Database Updates, and (b) use the Products, in accordance with this Agreement and the Order.

“**Subscription Fees**” means the agreed upon fees in an Order for the Subscription.

“**Subscription Term**” means the agreed upon time period in an Order.

“**Technical Support**” means the support level purchased pursuant to an Order as further described in Section 5, including if and when available: (i) Error corrections or workarounds so that the Products operate in substantial conformance with the Documentation, and (ii) the provision of Software Upgrades.

“**Throughput**” means the maximum authorized number of gigabytes (GB) of data that may be sent and received through the Cloud Services per calendar month, which are set forth in an Order, plus any additional GBs of Permitted Capacity that has been purchased pursuant to an Order, in each case pro-rated for any partial month.

“**User**” means any person utilizing the network with access to the Products directly or indirectly, who is an employee, temporary employee, customer, contractor, or guest of Licensee. When Licensee has a subscription to Cloud Services for internet and internal application access policy enforcement, the total number of concurrent browser sessions open for selective isolation mode Users or targeted mode Users may not exceed 10% of the Permitted Capacity.

2. **Software License.** Subject to the provisions contained in this Agreement, the applicable terms and conditions of the Solution Rider, and timely payment of the applicable Fees, Forcepoint hereby grants Licensee: (i) a License and if applicable a Subscription to use the Software and Software Upgrades provided pursuant to Maintenance (including any output of the Services Offerings), identified in the Order; and (ii) a Subscription to access the Cloud Services identified in the Order for the Subscription Term, in each case solely for Licensee’s internal business purposes up to the Permitted Capacity set forth in the Order. Provided Licensee pays the Maintenance Fees, Forcepoint will provide Licensee with Maintenance. Upon renewal, Maintenance must be purchased for each Product purchased and running in Licensee’s environment. Licensee will not and may not permit any third party to copy the Products, other than copies made solely for data backup and internal testing purposes. Except as otherwise set forth in this Agreement, any source code provided to Licensee by Forcepoint is subject to the terms of this Agreement. Forcepoint may modify, enhance, replace, or make additions to the Products at any time without notice. Licensee understands that its right to use the Products is limited by the Permitted Capacity, and Licensee use may in no event exceed the authorized Permitted Capacity. If Licensee’s use exceeds the Permitted Capacity, Licensee must purchase additional Permitted Capacity and Maintenance sufficient for the balance of the then-current License Term, Subscription Term, and Maintenance Term to cover the excess use.

3. **Provision of Cloud Services.**

3.1 Forcepoint will use commercially reasonable efforts to provide Cloud Services for the Subscription Term. The then-current Cloud Services service levels are incorporated by reference into this Agreement and may be found at: [Cloud Services Service Level Agreement](#). Forcepoint makes no service level commitments for the Cloud Services’ functionality to the extent it is used to monitor access to third-party services where the continued availability of the functionality is adversely impacted by the third-party’s access policies.

3.2 If Forcepoint determines that the Products are being used to distribute Spam or Malware, or that the security or proper function of Cloud Services would be compromised due to, hacking, denial of service attacks or other activities originating from or directed at the network could compromise the security or operation of Cloud Services, then Forcepoint may immediately suspend Cloud Services until the problem is resolved. Forcepoint will promptly notify and work with Licensee to resolve the issues.

3.3 If Cloud Services are suspended or terminated, Forcepoint may reverse all configuration changes made during Cloud Services enrollment. It is Licensee’s responsibility to make the server configuration changes necessary to reroute traffic flowing through the Cloud Services.

3.4 Forcepoint may use Malware, and other information passing through or relating to usage of the Products for the purposes of developing, analyzing, maintaining, reporting on, and enhancing the Products and services.

4. **Licensee Obligations.**

4.1 Licensee will: (i) comply with all applicable laws, statutes, regulations, and ordinances; (ii) only use the Products for legitimate business purposes; (iii) not use the Products to construct or transmit Malware;(iv) comply with the applicable terms contained in the Solution Rider; and (v) ensure that security controls are not circumvented by its acts or omissions.

4.2 Licensee acknowledges that certain Products may be configured by Licensee to capture files for submission to other Products for Malware analysis. The Product analyzing files may archive Malware code extracted from such files. If Licensee downloads such extracted Malware code, Licensee recognizes the risk associated with Malware code, and any use by Licensee of Malware code is at Licensee’s sole risk and liability.

4.3 Licensee acknowledges that the scoring and content by some Products is based on available information at the time it is gathered and may be incomplete, misinterpreted, and is subject to change at any time. As such it is provided for informational purposes only, and Licensee is solely responsible for decisions Licensee makes regarding its use of Applications or services based on such information.

4.4 Licensee is responsible for: (i) having the authority, rights, or permissions to use all content flowing through the Products; (ii) obtaining any necessary consents from its employees; (iii) maintaining all necessary rights to access Application(s); and (iv) maintaining all permissions, authorizations, licenses, and approvals to access and use the data and information inputted, displayed, or processed (including all output and data developed or derived) as a result of Licensee's use of the Products to access and use data sources and systems.

4.5 Licensee will defend, indemnify and hold Forcepoint harmless against any loss, award, damage, or costs (including reasonable attorneys' fees) incurred in connection with any claims, demands, suits, or proceedings ("Claims") made or brought against Forcepoint by a third party alleging or related to Licensee's (i) violation of its obligations in this Section 4; (ii) infringement of intellectual property rights; (iii) acts or omissions in relation to Licensee provided hardware, equipment, or third party software licenses used in connection with the Products; (iv) civil or criminal offenses; (v) transmission or posting of obscene, indecent, or pornographic materials; (vi) transmission or posting of any material that is slanderous, defamatory, offensive, abusive, or menacing or that causes annoyance or needless anxiety to any other person; or (vii) transmission of information through the Products.

4.6 Licensee will cooperate with Forcepoint personnel providing any Services Offerings, and provide reasonable assistance, which may include: (i) gathering relevant supporting documentation; (ii) ensuring appropriate Licensee personnel are assigned to the project and are able to devote sufficient time to facilitate the project; (iii) granting resource access to information, systems, and licenses related to the scope of the project; (iv) providing building and network access before, during, and after normal business hours, workspace, and workstations for each of the Forcepoint personnel, logon IDs and security access to all required Products, and adequate test environment, and any reasonable and appropriate data to perform the Services Offerings.

5. Technical Support.

5.1 The support period is defined in the Order and begins (i) on the date of the Order if a new purchase, or (ii) on the renewal date of the expiration of a previous support period. Technical Support is provided under the then-current Forcepoint technical support policies are incorporated by reference into this Agreement and may be found at: [Technical Support Description](#). Maintenance will be provided to Licensee only if Licensee has paid the applicable Maintenance Fees. Forcepoint may require Licensee to install Software Upgrades up to and including the latest release. In the event Product support expires prior to renewing support Licensee must also purchase technical support to cover the lapsed support period between the date technical support expires and the date it is renewed. In the event technical support has lapsed for one year or more, Forcepoint may charge a reinstatement fee upon renewal in addition to Licensee's purchase of technical support for the lapsed period.

5.2 Forcepoint's obligation to provide Maintenance is limited to: (i) a Product that has not been altered or modified by anyone other than Forcepoint or its licensors; (ii) a release for which Technical Support is provided; (iii) Licensee's use of the Product in accordance with the Documentation; and (iv) errors and malfunctions caused by systems or programs supplied by Forcepoint. If an Error has been corrected or is not present in a more current version of the Product, Forcepoint will provide the more current version via technical support but will not have any obligation to correct such Error in prior versions.

5.3 Technical Support for on-premise Products may be limited to the most current release and the most recent previous sequential major release of the Product. Forcepoint reserves the right to terminate the Maintenance or increase the associated fees upon 60 days' notice should Licensee not stay current with a supported release in accordance with this Section.

5.4 For the support period set forth in an Order, the Hardware support covers defects in materials and workmanship in the Hardware. The Hardware support does not cover: (a) software, including the operating system and software added to the Hardware, or the reloading of software; (b) non-Forcepoint branded products and accessories; (c) problems to the extent they result from (i) external causes such as accident, abuse, misuse, or problems with electrical power, (ii) servicing not authorized by Forcepoint, (iii) usage that is not in accordance with Hardware instructions, (iv) failure to follow the Hardware instructions or failure to perform preventive maintenance, (v) problems caused by using accessories, parts, or components not supplied or directed by Forcepoint; (d) normal wear and tear; and (e) Hardware with missing or altered service tags or serial numbers.

6. Intellectual Property Rights.

6.1 All right, title, and interest in and to the Products, any modifications, translations, or derivatives thereof including any related scripts, tools, and know-how and all applicable intellectual property and proprietary rights thereto remain exclusively with Forcepoint or its licensors. The Products may include software products licensed from third parties. Such third parties have no obligations or liability to Licensee under this Agreement but are third-party beneficiaries of this Agreement. Forcepoint owns any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Licensee relating to the Products. Except as otherwise expressly provided, Forcepoint grants no express or implied right under Forcepoint patents, copyrights, trademarks, or other intellectual property rights, and all rights not expressly granted to Licensee in this Agreement are reserved to Forcepoint and its licensors. Licensee may not remove any proprietary notice of Forcepoint or any third party from the Products or any copy of the Products, without Forcepoint's prior written consent.

6.2 The Hardware is sold by Forcepoint subject to the condition that the sale does not convey any license under any patent claim covering complete equipment, or any assembly, circuit combination, method, or process in which any such Hardware are used as components. However, upon sale, title for the Hardware equipment will pass to Licensee. Forcepoint, its licensors or suppliers retain all proprietary rights in and to any Hardware sold. Forcepoint and its suppliers reserve all its rights under such patent claims. Any software supplied with the Hardware is proprietary to Forcepoint or its licensors and use of the software is subject to the terms of this Agreement.

7. Protection and Restrictions.

7.1 Each party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain confidential technical and business information that Disclosing Party desires Receiving Party to treat as confidential. "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including prototypes, technical data, trade secrets and know-how, product plans, Products, customer lists and customer information, prices and costs, databases, inventions, processes, hardware configuration information, finances, budgets and other business information), which is designated as "Confidential," "Proprietary" or some similar designation at or prior to the time of disclosure, or that should otherwise reasonably be considered confidential by Receiving Party. Confidential Information may also include information disclosed to a Disclosing Party by third parties. Confidential Information will not, however, include any information that Receiving Party can document (i) was publicly known and made generally available prior to the time of Disclosing Party's disclosure; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of Receiving Party; (iii) is already in Receiving Party's possession at the time of disclosure; (iv) is lawfully obtained by Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by Receiving Party without use of or reference to Disclosing Party's Confidential Information. The Receiving Party will treat Disclosing Party's Confidential Information as non-public confidential information and will not disclose it to any person other than Disclosing Party and employees and contractors of Receiving Party on a need to know basis and Receiving Party will protect the confidentiality of such Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event with less than a reasonable standard of care. Licensee's use of the Products to process data is not a disclosure of Confidential Information to Forcepoint for purposes of this Section. Furthermore, neither party will use the Confidential Information of the other party for any purpose other than carrying out its rights and obligations under this Agreement.

7.2 Licensee will take all reasonable steps to safeguard the Products to ensure that no unauthorized person has access and that no unauthorized copy, publication, disclosure, or distribution, in any form is made. The Products contain valuable, confidential information and trade secrets and unauthorized use or copying is harmful to Forcepoint. Licensee may use the Products only for the internal business purposes of Licensee. Licensee may not assign more than 20 administrators to administer certain Forcepoint products. Licensee will not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Products; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Products, in whole or in part, for competitive purposes or otherwise; (iii) conduct penetration testing on or within the Products for any reason; (iv) allow access to, provide, divulge or make available the Products to any user other than Licensee's employees and contractors who have a need to such access and who will be bound by nondisclosure obligations that are at least as restrictive as the terms of this Agreement; (v) write or develop any derivative works based upon the Products; (vi) modify, adapt, translate or otherwise make any changes to the Products or any part thereof; (vii) use the Products to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (viii) disclose or publish, without Forcepoint's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Products; (ix) otherwise use or copy the same except as expressly permitted herein or in the Solution Rider; (x) use any third party software included in the Products independently from the Forcepoint proprietary Products. Subject to the terms of this Agreement, Licensee may allow its agents and independent contractors to use the Products solely for the benefit of Licensee; provided, however, Licensee remains responsible for any breach of this Agreement. Any other use of the Products by any other entity is forbidden and a violation of this Agreement. Licensee must not use the Products to filter, screen, manage or censor Internet content for consumers without permission from the affected consumers and Forcepoint's express prior written approval which may be withheld in Forcepoint's sole discretion. If any additional third party end-user license agreement or open source software license agreement is (a) attached to this Agreement or the Order, or (b) included in the Product "about" file, "readme" file or Documentation, then Licensee's use of the third party software is further restricted by and subject to such license.

8. **Financial Terms.** Fees and payment terms are specified in the applicable Order. Except as otherwise expressly specified in the Order: (i) all recurring payment obligations start from the receipt of the Order; (ii) when the Order is placed directly with Forcepoint fees must be paid within 30 days after the invoice date; (iii) upon the expiration of each License Term, Maintenance Term and/or Subscription Term, the Fees will be Forcepoint's then-current commercial list price for such Products; and (iv) interest accrues on past due balances at the highest rate allowed by law. Failure to make timely payments is a material breach of the Agreement and Forcepoint will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of Section 12 and to modify the payment terms, including requiring full payment before Forcepoint performs any obligations in this Agreement. Licensee will reimburse Forcepoint for any expenses incurred, including interest and reasonable

attorney fees, in collecting amounts due Forcepoint hereunder that are not under good faith dispute by Licensee. Amounts paid or payable for Products are not contingent upon the performance of any consulting or other professional services. Forcepoint's reasonable travel and lodging expenses incurred in the performance of services on Licensee's site will be billed separately at actual cost. Licensee is responsible for payment of all taxes (excluding those on Forcepoint's net income) arising out of this Agreement, except to the extent a valid tax exemption certificate or other written documentation acceptable to Forcepoint to evidence Licensee's tax exemption status is provided by Licensee to Forcepoint prior to the delivery of Products or services.

9. Limited Warranty; Remedies; Disclaimer.

9.1 For 90 days beginning on the date of the Order for the License, Forcepoint warrants that the Products (other than Services Offerings), as updated from time to time by Forcepoint and used in accordance with the Documentation and this Agreement by Licensee, will operate in substantial conformance with the Documentation under normal use ("Warranty Period"). Forcepoint warrants that Services Offerings will be performed in a professional and workmanlike manner and Forcepoint will comply with all applicable laws in providing the Services Offerings. Forcepoint does not warrant that: (A) the Products will (i) be free of defects, (ii) satisfy Licensee's requirements, (iii) operate without interruption or error, (iv) always locate or block access to or transmission of all desired addresses, emails, Malware, applications and/or files, or (v) identify every transmission or file that should potentially be located or blocked; (B) data contained in the Databases will be (i) appropriately categorized or (ii) that the algorithms used in the Products will be complete or accurate; or (C) data contained in and risk scoring from the Cloud Services will be complete or interpreted correctly.

9.2 Licensee must promptly notify Forcepoint during the Warranty Period in writing of a claim. Provided that such claim is reasonably determined by Forcepoint to be Forcepoint's responsibility, Forcepoint will, within 30 days of its receipt of Licensee's written notice, (i) correct the Error or provide a workaround; (ii) provide Licensee with a plan reasonably acceptable to Licensee for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable efforts from Forcepoint at Forcepoint's discretion, then Forcepoint may terminate the affected Product License and Licensee will be entitled to a refund of the Fees paid for the affected Product. This paragraph sets forth Licensee's sole and exclusive remedy and Forcepoint's entire liability for any breach of warranty or other duty related to the Products.

9.3 This warranty is void and Forcepoint is not obligated to provide technical support if a claimed breach of the warranty is caused by: (i) any unauthorized modification of the Products or tampering with the Products, (ii) use of the Products inconsistent with the accompanying Documentation, (iii) Licensee's failure to use any new or corrected versions of the Product made available by Forcepoint; or (iv) breach of this Agreement by Licensee or its users.

9.4 THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE IN LIEU OF, AND FORCEPOINT, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.

10. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FORCEPOINT, ITS AFFILIATES, ITS LICENSORS OR RESELLERS WILL NOT BE LIABLE FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF GOODWILL, OPPORTUNITY, OR REVENUE; (IV) LICENSEE'S DECISIONS BASED ON ITS INTERPRETATION OF THE OUTPUT FROM THE PRODUCTS; NOR (V) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING, CLAIMS FOR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD PARTY CLAIMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FORCEPOINT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY FORCEPOINT FOR LICENSEE'S APPLICABLE LICENSE TO THE PRODUCTS OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE PRODUCTS THAT DIRECTLY CAUSED THE LIABILITY.

11. **Intellectual Property Indemnification.** In the event of a third-party claim, suit or proceeding against Licensee asserting that use of the Product as permitted in this Agreement infringes a third-party's patent, copyright, or trademark right recognized in any jurisdiction where the Product is licensed, Forcepoint at its expense will defend Licensee and indemnify Licensee against costs, expenses (including reasonable attorneys' fees), and damages payable to any third party in any such suit or cause of action that are directly related to that claim. Forcepoint's obligation under this Section is contingent upon Licensee providing Forcepoint with: (a) prompt written notice of the suit or claim; (b) the right to solely control and direct the defense of the claim; and (c) reasonable cooperation. Licensee may participate in the defense at its own expense. Forcepoint will have no liability for any claim of infringement resulting from: (i) modification of the Products by anyone other than Forcepoint; (ii) a combination of the Products with other hardware or software not provided by Forcepoint; or (iii) failure by Licensee to implement Software Upgrades and Database Updates. In the event the Products, in Forcepoint's opinion, are likely to or do become the subject of a

claim of infringement, Forcepoint may at its sole option and expense: (x) modify the Products to be non-infringing while preserving equivalent functionality; (y) obtain a license for Licensee's continued use of the Products; or (z) terminate this Agreement and the license granted hereunder, accept return of the Products and refund to Licensee the unused pre-paid Maintenance Fees paid for the affected Product applicable to the balance of the then current Maintenance Term. THIS SECTION SETS FORTH FORCEPOINT'S ENTIRE LIABILITY AND OBLIGATION AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT.

12. **Term and Termination.**

12.1 This Agreement continues in full force and effect until the expiration or termination of the Order(s), unless otherwise terminated earlier as provided hereunder. All Orders are non-cancellable, and there will be no fee adjustments or refunds for any reason, including decreases in usage during the License Term or Subscription Term. Upon termination or expiration of the Maintenance Term, Licensee's right to receive Maintenance to the Products terminates. Upon termination or expiration of the Subscription Term, Licensee's right to use the subscription-based Products terminates. Upon expiration of the License Term, Licensee's right to use the Products terminates. In the event the License expires but is later renewed, Licensee's renewal must include License Fees for the lapsed period between the date the prior License expired and the date it is renewed.

12.2 Product evaluation subscriptions are available for a period of up to 30 days and limited availability Software licenses may be available for the time period determined by Forcepoint, Product evaluation subscriptions and limited availability Software licenses are each subject to the terms and conditions of this Agreement, except however that: (i) evaluation subscriptions and limited availability Software licenses may only be used to evaluate and facilitate Licensee's decision to purchase a license to the products; and (ii) evaluation subscriptions and limited availability Software licenses are provided by Forcepoint on an AS IS and AS AVAILABLE basis without warranties of any kind. At the end of the evaluation period or the limited availability Software license period, Licensee must place an Order and pay the applicable Fees or this Agreement terminates as related to the evaluation subscription or limited availability Software license. Licensee's continued use of the products after an evaluation or limited availability Software license period is subject to this Agreement.

12.3 Either party may terminate this Agreement immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of payment terms which will have a 10 day cure period; or (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). Upon notification of termination by either party, Licensee must uninstall any Products, cease using and destroy or return all copies of the Products to Forcepoint, and to certify in writing that all known copies thereof, including backup copies, have been destroyed. Sections 1, 6-12, and 14-17 will survive the termination of this Agreement.

12.4 Forcepoint will be entitled to suspend any or all services upon 10 days' written notice to Licensee in the event Licensee breaches this Agreement. Additional charges may apply to reinstate service following suspension.

13. **Compliance with Laws; Data Processing.** Each party will comply with all applicable laws and regulations, which may include the European Union's General Data Protection Regulation, that may apply to issues including the protection of personal data, and anti-bribery. Licensee must obtain any required consents (including employee consent) addressing the interception, reading, copying, analyzing, or filtering of emails and their attachments as well as any local government permits, licenses, or approvals required to use the Products. Neither party will use any data obtained via the Products for any unlawful purpose. Each party's obligations with respect to the treatment of data submitted to Forcepoint pursuant to this Agreement are incorporated by reference into this Agreement and may be found at: [Forcepoint Data Processing and Data Protection Measures](#).

14. **Rights of U.S. Government Licensees.** The Products meet the definition of "commercial item" in Federal Acquisition Regulation ("FAR") 2.101, were developed entirely at private expense, and are provided to Government Licensees exclusively under the terms of this Agreement. Software, including Software Upgrades, is "commercial computer software" and applicable Documentation and media are "commercial computer software documentation," as those terms are used in FAR 12.212 and DFARS 227.7202. Use of the Products by the U.S. Government constitutes acknowledgment of Forcepoint's proprietary rights therein, and of the exclusive applicability of this Agreement.

15. **Export.** Commodities, technology, and software, including the Products (collectively referred to as "items") are subject to the export control laws of the United States and other countries that may lawfully control the export of such items. Moreover, the furnishing of support services with respect to items that are controlled as defense or military items may also be subject to such laws. Licensee will not transfer such items or furnish such services except in compliance with the export laws of the United States and any other country that may lawfully control the export of such items or the provision of such services. Licensee will indemnify and hold Forcepoint harmless from any claims, liabilities, penalties, forfeitures, and associated costs and expenses (including attorneys' fees) that Forcepoint may incur due to Licensee's non-compliance with applicable export laws, rules and regulations. Licensee will immediately notify Forcepoint of any violation of any export law, rule, or regulation, which may affect Forcepoint or relate to the activities covered under this Agreement.

16. **Verification.** Licensee must maintain records sufficient to track its compliance with the terms of this Agreement, and upon Forcepoint's request Licensee will provide a written certification and such supporting records confirming its compliance with this Agreement. Further, during the License Term and one year thereafter, Forcepoint or Forcepoint's selected independent auditor may review Licensee's records related to Licensee's use, deployment, installation, provision of, or access to the Products to verify Licensee's compliance with this Agreement. Licensee will provide reasonable assistance, access to personnel, facilities, and systems, as well as information necessary to facilitate Forcepoint's compliance verification. The verification will be performed during regular business hours and will not unreasonably interfere with Licensee's standard business activities. The cost of the verification will be borne by Forcepoint unless a discrepancy indicating that additional Fees are due to Forcepoint, in which case the reasonable cost of the verification will be borne by Licensee. Licensee will cure any noncompliance and will pay any associated fees and costs, including Product usage, Technical Support, cost of verification, and interest due as a result of such noncompliance within 30 days of notification. Fees will be Forcepoint's commercial list price at the time of the identified noncompliance and will not include the benefit of any discounts or prior pricing terms offered to Licensee. The rights and remedies under this Section are in addition to any other rights Forcepoint may have under this Agreement. Additionally, Forcepoint may at any time, without notice, during the term of this Agreement access Licensee's system, subject to applicable local law, to determine whether Licensee and its users are complying with the terms of this Agreement. Licensee acknowledges that the Products may include a license manager component to track usage of the Products and Licensee will not impede, disable or otherwise undermine such license manager's operation.

17. **General.**

17.1 For the purposes of customer service, technical support, and as a means of facilitating interactions with its end-users, Forcepoint may periodically send Licensee messages of an informational or advertising nature via email and provide account information to related third parties (e.g. Licensee's reseller). Information will be processed by Forcepoint in accordance with the [Privacy Policy](#) and applicable data privacy laws. Licensee may at any time update its communications preferences on Forcepoint.com or by sending an email to privacy@forcepoint.com. Licensee acknowledges and agrees that if it chooses not to receive informational or advertising messages, then it will not receive Forcepoint emails concerning upgrades and enhancements to Products. However, Forcepoint may still send emails of a technical nature. Forcepoint may use non-identifying and aggregate usage and statistical information collected in relation to Licensees' and its users' use of the Products for purposes outside of the Agreement. Licensee acknowledges that Forcepoint may use Licensee's company name only in a general list of Forcepoint customers.

17.2 Licensee may not transfer any of Licensee's rights to use the Products or assign this Agreement to another person or entity, without first obtaining Forcepoint's prior written approval.

17.3 Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid. Notices sent to Forcepoint must be sent to the attention of the General Counsel at 10900-A Stonelake Blvd., 3rd Floor, Austin, TX 78759 USA. Notices sent to Licensee will be sent to Licensee's address in Forcepoint's system of record. Notices are considered to have been received at the time of actual delivery in person, two business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this paragraph.

17.4 Any dispute arising out of or relating to this Agreement or the breach thereof will be governed by the federal laws of the United States and the laws of the State of Delaware, USA for all claims arising in or related to the United States, Canada, Japan, or Mexico and Dublin, Ireland for all other claims, without regard to or application of choice of laws, rules, or principles. Both parties hereby consent to the exclusive jurisdiction of: (i) the state and federal courts in Austin, Texas, USA, for all claims arising in or related to the United States, Canada, Japan, or Mexico; and (ii) the competent courts in Dublin, Ireland for all other claims, provided however that Forcepoint may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property. Both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue.

17.5 In the absence of specific shipping instructions, Forcepoint will ship Hardware by the method it deems most advantageous using standard commercial packaging. Licensee is responsible for obtaining insurance against damage to the Hardware during shipment. At the time Hardware is picked up by the common carrier from a Forcepoint location it is delivered, and title and risk of loss passes to Licensee. Licensee agrees to pay all transportation charges and costs associated with shipment of the Hardware, including any special or export packaging requested or required under the circumstances, as determined by Forcepoint.

17.6 Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, disturbances to the Internet, and inability to secure materials or transportation facilities.

17.7 These terms and conditions, including all incorporated materials and hyperlinked terms and policies, constitute the entire agreement between the parties regarding the subject matter herein and the parties have not relied on any promise, representation, or warranty, express or implied, that is not in this Agreement. The terms "including" and "include" means "including without limitation" and "include without limitation", respectively. Licensee agrees that this Agreement is neither

contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Forcepoint regarding future functionality or features. Any waiver or modification of this Agreement is only effective if it is in writing and signed by both parties or posted by Forcepoint at [Legal Information](#). Forcepoint is not obligated under any other agreements unless they are in writing and signed by Forcepoint's authorized representative. All pre-printed or standard terms of any Licensee's purchase order or other business processing document have no effect, and the terms and conditions of this Agreement will prevail over such forms, and any additional, inconsistent, conflicting, or different terms in such forms will be void and of no force and effect. In the event of a conflict or inconsistency between the terms of this Agreement, the Solution Rider, and the terms of an Order, the following descending order or precedence applies: (a) the Solution Rider, (b) this Agreement, and (c) the Order.

17.8 If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will be interpreted so as reasonably to affect the intention of the parties.